

# CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number \_\_\_\_\_

Meeting Type: Regular

Meeting Date: 6/27/2013

Action Requested By:  
Engineering

Agenda Item Type  
Resolution

Subject Matter:

Agreement with OMI, Inc.

Exact Wording for the Agenda:

Resolution authorizing the Mayor to enter into an agreement with OMI, Inc. for Environmental Testing Services for Phase II Wynn Drive Investigation, Project No. 65-13-SP27

Note: If amendment, please state title and number of the original

Item to be considered for: Action

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what Council action will provide, allow and accomplish and; any other information that might be helpful.

This agreement is for Phase II environmental testing at the southwestern corner of the former Chrysler-Acustar site. Contract Amount in a lump sum contract amount of \$29,783.00. Account No. 23-6300-0811-8501

Associated Cost: \$29,783.00

Budgeted Item: Select...

MAYOR RECOMMENDS OR CONCURS: Select...

Department Head: Sally Martin

Date:

6/25/13

revised 3/12/2012

# ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: **Engineering**

Council Meeting Date: **6/27/2013**

Department Contact: **Lynn Majors**

Phone # **256-427-5201**

Contract or Agreement: **Environmental Testing Services**

Document Name: **OMI-Phase II Wynn Drive Investigation Proj No. 65-13-SP27**

City Obligation Amount: **\$29,783.00**

Total Project Budget: **\$29,783.00**

Uncommitted Account Balance: **0**

Account Number: **23-6300-0811-8501**

## Procurement Agreements

**Not Applicable**

**Not Applicable**

## Grant-Funded Agreements

**Not**  
**Applicable**

**Grant Name:**

Department	Signature	Date
1) Originating	<i>Kathy Martin</i>	6/25/13
2) Legal		
3) Finance		
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

**RESOLUTION NO. 13-**

**BE IT RESOLVED** by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized, to enter into an agreement with OMI, Inc. on a lump sum total contract amount of TWENTY-NINE THOUSAND SEVEN HUNDRED EIGHTY-THREE AND NO/100 DOLLARS (\$29,783.00) for Environmental Testing Services for Phase II Wynn Drive Investigation, Project No. 65-13-SP27, in Huntsville, Alabama, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that document attached hereto and identified as "Agreement between City of Huntsville and OMI, Inc. for Environmental Testing Services for Phase II Wynn Drive Investigation, Project No. 65-13-SP27" consisting of a total of eighteen (18) pages plus nineteen (19) additional pages consisting of Attachments 1-10, and the date of June 27, 2013, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, and an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

**ADOPTED** this the 27th day of June, 2013.

\_\_\_\_\_  
President of the City Council of  
the City of Huntsville, Alabama

**APPROVED** this the 27th day of June, 2013.

\_\_\_\_\_  
Mayor of the City of Huntsville,  
Alabama

**AGREEMENT BETWEEN  
CITY OF HUNTSVILLE, ALABAMA  
AND  
OMI, INC.  
FOR  
ENVIRONMENTAL TESTING SERVICES  
FOR  
PHASE II WYNN DRIVE INVESTIGATION**

**Project No. 65-13-SP27  
June 27, 2013**

**\_\_\_\_\_  
President of the City Council of the City of  
Huntsville, AL  
Date: June 27, 2013**

## TABLE OF CONTENTS

<u>ARTICLE 1 - ENGAGEMENT OF THE ENGINEER.....</u>	
<u>ARTICLE 2 - DESIGN SERVICES OF THE ENGINEER.....</u>	
<u>ARTICLE 3 - OMITTED.....</u>	
<u>ARTICLE 4 - ADDITIONAL SERVICES.....</u>	
<u>ARTICLE 5 - RESPONSIBILITIES OF OWNER.....</u>	
<u>ARTICLE 6 - PERIOD OF SERVICES.....</u>	
<u>ARTICLE 7 - PAYMENT TO THE ENGINEER.....</u>	
<u>ARTICLE 8 - GENERAL PAYMENT PROCEDURE.....</u>	
<u>ARTICLE 9 - GENERAL CONSIDERATIONS.....</u>	
<u>ARTICLE 10 - INDEMNITY AND INSURANCE.....</u>	
<u>ARTICLE 11 - MISCELLANEOUS PROVISIONS.....</u>	
<u>ATTACHMENT 1 - SCOPE OF SERVICES.....</u>	
<u>ATTACHMENT 2 - ALABAMA IMMIGRATION ACT-REPORT OF OWNERSHIP FORM.....</u>	
<u>ATTACHMENT 3 - CITY OF HUNTSVILLE STANDARDS AND DESIGN GUIDES.....</u>	
<u>ATTACHMENT 4 - DESIGN REVIEWS.....</u>	
<u>ATTACHMENT 5 - ENGINEERS PERSONNEL FEE SCHEDULE.....</u>	
<u>ATTACHMENT 6 - PROGRESS REPORT.....</u>	
<u>ATTACHMENT 7 - SUB-CONSULTANTS ENGAGED BY THE ENGINEER.....</u>	
<u>ATTACHMENT 8 - CONTRACT DOCUMENT REQUIREMENTS LIST.....</u>	
<u>ATTACHMENT 9 - REAL ESTATE PLAN REQUIREMENTS.....</u>	
<u>ATTACHMENT 10 - GIS BASE MAP.....</u>	

AGREEMENT BETWEEN  
CITY OF HUNTSVILLE, ALABAMA  
AND  
OMI, INC.  
FOR  
ENVIRONMENTAL TESTING SERVICES  
FOR  
PHASE II WYNN DRIVE INVESTIGATION

Project No. 65-13-SP27

THIS AGREEMENT made as of the 27th day of June in the year 2013, by and between the CITY OF HUNTSVILLE, ALABAMA (hereinafter called OWNER), and OMI, INC. (hereinafter called CONSULTANT).

WITNESSETH, for the considerations hereinafter set forth, the parties hereto agree as follows:

**ARTICLE 1 - ENGAGEMENT OF CONSULTANT ENGINEERING SERVICES**

The OWNER hereby engages the CONSULTANT, and the CONSULTANT hereby accepts the engagement to provide general engineering and consultation as a representative of the OWNER to include the following:

- 1.1 Professional Environmental Testing Services for Phase II Wynn Drive Investigation, as further described in ARTICLE 2, and hereinafter called PROJECT.
- 1.2 By executing this Agreement, the CONSULTANT represents to the OWNER that the CONSULTANT is a professional qualified to act as the CONSULTANT for the PROJECT and is licensed and certified to practice engineering by all public entities having jurisdiction over the CONSULTANT and the PROJECT. The CONSULTANT further represents to the OWNER that the CONSULTANT will maintain all necessary licenses, certifications, permits or other authorizations necessary to act as CONSULTANT for the PROJECT until the CONSULTANT's remaining duties hereunder have been satisfied. The CONSULTANT shall assign only qualified personnel to perform any service concerning the PROJECT. All services rendered by the CONSULTANT for the PROJECT shall be performed by or under the immediate supervision of experienced and qualified professionals licensed, certified, and registered as appropriate in the State of Alabama possessing the expertise in the discipline of the service being rendered. The CONSULTANT assumes full responsibility to the OWNER for the negligent acts, errors and omissions of its consultants or others employed or retained by the CONSULTANT in connection with the PROJECT.
- 1.3 Execution of this Agreement by the CONSULTANT constitutes a representation that the CONSULTANT has become familiar with the PROJECT site and the local conditions under which the PROJECT is to be implemented. The CONSULTANT agrees to provide all necessary Geotechnical Services required to professionally accomplish the CONSULTANT's defined scope of services, as defined further in the Alabama Department of Transportation Construction Manual, Current Edition.

## **ARTICLE 2 – DESIGN SERVICES OF THE CONSULTANT**

- 2.1** CONSULTANT shall provide for OWNER Environmental Testing Services for Phase II Wynn Drive Investigation.
- 2.2** The CONSULTANT shall serve as the OWNER's professional representative in those portions of the PROJECT to which this Agreement applies and shall consult with and advise the OWNER during the performance of these services.
- 2.3** The CONSULTANT shall incorporate into its services, and into its final work products, the requirements contained within the OWNER's engineering standards, standard specifications, and design manuals referenced in ATTACHMENT 2. The requirements of the State of Alabama Department of Transportation design standards shall be reviewed for applicability and incorporated into portions of the work where joint participation between the OWNER and the State is applicable. When conflicts are noted between the OWNERS requirements and standards of others, the STATE standards shall take precedent. Discrepancies shall be brought to the attention of the OWNER. Deviations from OWNER's requirements shall be identified to the OWNER by the CONSULTANT in writing prior to incorporating the changes.
- 2.4** The CONSULTANT shall promptly correct, or have corrected, any errors, omissions, deficiencies or conflicts in the CONSULTANT's work product or that of his sub-contractors/sub-consultants, without additional compensation for time, reproduction or distribution.
- 2.5** Field surveying work is required and shall be performed in accordance with "Standards of Practice for Surveying in the State of Alabama" as required by the Alabama Board of Registration for Engineering and Land Surveyors. Surveying shall include P.K. Nails or other permanent stationing markings as well as staking of right-of-way, easements and parcels of land acquired by the City of Huntsville. Property corners shall be set at the new right-of-way. Easements shall be staked as requested by the City of Huntsville. The above field work shall be performed as a minimum as needed at the time of right-of-way acquisition and one additional time near the 100% submittal stage as determined by the OWNER. The cost for these services is included in the fees for Basic Services.
- Survey data shall be based on a US Public Land Survey System corner or quarter corner. Said corner or quarter corner shall be field verified by the surveyor and a state plane coordinate provided in deliverables submitted to the City of Huntsville. All survey work shall be based on the following datum's:
- |                    |   |
|--------------------|---|
| Coordinate System: | US State Plane                                      |
| Zone:              | Alabama East 0101                                   |
| Vertical Datum:    | The North American Vertical Datum of 1988 (NAVD 88) |
| Horizontal Datum:  | The North American Datum of 1983 (NAD 83)           |
| Geoid Model:       | Geoid03   |
| Units:             | US Survey Feet                                      |
- 2.6** A valid City of Huntsville license shall be maintained throughout the term of this contract. Additionally, the engineering firm shall be required to obtain and pay for all other federal, state or local permits, licenses, and fees which may be necessary or required in order to perform the work detailed herein.

### **ARTICLE 3 – CONSTRUCTION ADMINISTRATION SERVICES**

#### **ARTICLE OMITTED**

### **ARTICLE 4 - ADDITIONAL SERVICES**

The following services of the CONSULTANT are not included in Article 2. Nevertheless, the CONSULTANT shall provide such services if authorized in writing by the OWNER, and they shall be paid for by the OWNER as provided in Article 7, unless otherwise noted.

- 4.1 Making revision in reports, specifications or other documents when such revisions are inconsistent with written direction by the OWNER previously given, are required by the enactment of revision of codes, laws or regulations subsequent to the preparation of such documents and not reasonably anticipated, or are due to other causes not within the control or responsibility of the CONSULTANT, either in whole or in part.
- 4.2 Preparing reports, specifications and supporting data, making recommendations, in connection with change orders, provided that such change orders are issued by the OWNER due to causes not within the control or responsibility of the CONSULTANT, either in whole or in part,
- 4.3 Providing additional services for repair or replacement of work damaged by acts of God or other cause during construction provided that such services are required by causes not the responsibility of the CONSULTANT, either in whole or in part.
- 4.4 Providing services not otherwise required herein which are made necessary solely by the default of the Contractor or major defects or deficiencies in the work of the contractor. These services shall be provided with no increase in the contract amount and will not be compensable on an hourly basis.
- 4.5 Providing expert witness services and other services arising out of claims.

### **ARTICLE 5 - RESPONSIBILITIES OF OWNER**

The OWNER, without cost to the CONSULTANT, will perform the following in a timely manner so as not to delay the services of the CONSULTANT:

- 5.1 Assist CONSULTANT by placing at CONSULTANT's disposal all available information pertinent to the PROJECT including previous reports and any other data relative to design or construction of the PROJECT.
- 5.2 Provide all criteria and full information as to OWNER's requirements for the PROJECT, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations. The OWNER shall also furnish copies of all design and construction standards, which OWNER will require to be included in the drawings and specifications.
- 5.3 Assist the CONSULTANT as necessary in acquiring access to and making all provisions for the CONSULTANT to enter upon public and private lands as required for the CONSULTANT to perform the work under this agreement.



- 5.4 Designate in writing a person to act as the OWNER's representative with respect to the work to be performed under this Agreement, such person to have complete authority to transmit instructions, receive information, interpret and define the OWNER's policies and decision with respect to materials, equipment elements and systems pertinent to the work covered by this Agreement. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by CONSULTANT, obtain advice of an attorney, insurance counselor and other consultants as OWNER determines appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT.
- 5.5 When requested by the CONSULTANT, the OWNER will intercede on the CONSULTANT's behalf when data from, or review by, third parties is not on schedule through no fault of the CONSULTANT.
- 5.6 The OWNER's review of any documents prepared by the CONSULTANT or its consultants shall be solely for the purpose of determining whether such documents are generally consistent with the OWNER's intent. No review of such documents shall relieve the CONSULTANT of its responsibility for the accuracy, adequacy, fitness, suitability and coordination of its work product.

## **ARTICLE 6 - PERIOD OF SERVICES**

- 6.1 The ENGINEER shall commence services pursuant to this agreement as of June 28, 2013. The final completion date for the completion of design services as outlined in Article 2 shall be July 28, 2013.

The CONSULTANT shall perform these services with reasonable diligence and expediency consistent with sound professional practices. The CONSULTANT shall include in his schedule an allowance for time required for OWNER's review of submissions and for approvals of authorities having jurisdiction over the PROJECT. When approved by the OWNER, the schedule shall not be exceeded by the CONSULTANT, except for cause.

If the CONSULTANT becomes aware of delays due to time allowances for review and approval being exceeded, delay by the OWNER, the OWNER's consultants, or any other reason beyond the CONSULTANT's control, which may result in the schedule of performance of the CONSULTANT's services not being met, the CONSULTANT shall promptly notify the OWNER. If the OWNER becomes aware of any delays or other causes that will affect the CONSULTANT's schedule, the OWNER shall promptly notify the CONSULTANT. In either event, the CONSULTANT's schedule for performance of its services shall be equitably adjusted.

## **ARTICLE 7 - PAYMENT TO THE CONSULTANT**

### **7.1 BASIC SERVICES**

The OWNER shall compensate the CONSULTANT for services rendered pursuant to this Agreement, excepting those services described as Additional Services in Article 4 of this Agreement, on a LUMP SUM TOTAL CONTRACT AMOUNT OF TWENTY-NINE THOUSAND SEVEN HUNDRED EIGHTY-THREE AND NO/100 DOLLARS (\$29,783.00) for Environmental Testing Services described in Article 2. Additional services of the CONSULTANT as described in Article 4, if any, shall be compensated on an hourly basis in accordance with Attachment 3.

### **7.2 EFFECTIVE DATE**

This contract shall have no force or effect unless and until it is executed by the OWNER and the ENGINEER and a properly executed copy is mailed to the ENGINEER with a notice to proceed

(NTP). If a NTP is not issued within sixty (60) days commencing from the last date of execution of this CONTRACT by the OWNER and the ENGINEER, then this CONTRACT shall be NULL AND VOID, the OWNER will not be obligated to any payment to the ENGINEER and the ENGINEER will not be obligated to perform any work under said CONTRACT.

#### **PAYMENT SUMMARY**

<b>Environmental Testing Services - Lump Sum Amount of</b>	<b>\$29,783.00</b>
<b>TOTAL CONTRACT AMOUNT:</b>	<b>\$29,783.00</b>

#### **ARTICLE 8 - GENERAL PAYMENT PROCEDURE**

##### **8.1 INVOICES**

- 8.1.1** The CONSULTANT shall submit monthly invoices to The Administrative Officer in the Engineering Department for the basic services described under Articles 2 and 3 for the design of the PROJECT. Invoices must include the State/City of Huntsville project name and number, dates of services, contract amount, previous billings and current billing.
- 8.1.2** The signature of the CONSULTANT on the invoice shall constitute the CONSULTANT's representation to the OWNER that the services indicated in the invoice have progressed to the level indicated, have been properly and timely performed as required herein, that the reimbursable expenses included in the invoice have been reasonably incurred, and that, to the best of the CONSULTANT's knowledge, information and informed belief, the amount requested is currently due and owing, there being no reason known to the CONSULTANT the payment of any portion thereof should be withheld. Submission of the CONSULTANT's invoice for final payment and reimbursement shall further constitute the CONSULTANT's representation to the OWNER that, upon receipt from the OWNER of the amount invoiced, all obligations of the CONSULTANT to others, including its consultants, incurred in connection with the PROJECT, have been paid in full. ENGINEER must designate on Attachment 6 – Progress Report in the appropriate space provided that such action has been completed.

##### **8.2 TIME FOR PAYMENT**

The OWNER shall make payment for services in Articles 2 and 4 within 60 days of receipt of valid invoice.

##### **8.3 OWNER'S RIGHT TO WITHHOLD PAYMENT**

In the event the OWNER becomes credibly informed that any representations of the CONSULTANT, provided pursuant to Article 8.1.2, are wholly or partially inaccurate, the OWNER may withhold payment of sums then or in the future otherwise due to the CONSULTANT until the inaccuracy, and the cause thereof, is corrected to the OWNER's reasonable satisfaction. Additionally, failure by the CONSULTANT to supply substantiating records shall be reason to exclude related costs from the amounts which might otherwise be payable by the OWNER to the CONSULTANT.

#### **8.4 REIMBURSABLE EXPENSES**

**8.4.1** In addition to the requirements set forth in 8.1 above, invoices for reimbursable expenses shall include such documentation as the OWNER may require. Reasonable expenses are limited to the following expenses:

- (a) Transportation outside the immediate Huntsville area (50 mile radius) approved in advance by the OWNER in writing and incurred in connection with the PROJECT. (Per Department of Treasury, Internal Revenue Service Publication 1542, Per Diem Rates, for travel within the continental United States). Refer to website: [www.irs.gov/pub/irs-pdf/p1542.pdf](http://www.irs.gov/pub/irs-pdf/p1542.pdf) for more information;
- (b) Charges for long-distance communications;
- (c) Fees paid for securing approval of authorities having jurisdiction over the PROJECT,
- (d) Actual costs of reproduction for items in excess of those included in the required services;
- (e) Postage and handling charges incurred for drawings, specifications and other documents.

**8.4.2** The CONSULTANT shall set forth with particularity on its invoice the nature and cost of the expense item being billed, and attach to its invoice the written authorization, if any, required for such item; and shall bill expenses at actual cost or prevailing rate and without the addition of administrative charge, any multiple or surcharge.

#### **8.5 W-9 TAXPAYER FORM**

All ENGINEERING FIRMS are required to submit a Federal Tax Form W-9 to City of Huntsville at the time a contract is awarded. No payment of invoices can be made until this W-9 Tax Form has been properly submitted. A copy of the W-9 Tax Form can be requested from the OWNER or at the following website: [www.irs.ustreas.gov/pub/irs-pdf/fw9.pdf](http://www.irs.ustreas.gov/pub/irs-pdf/fw9.pdf).

### **ARTICLE 9 - GENERAL CONSIDERATIONS**

#### **9.1 GENERAL**

OWNER and CONSULTANT agree that the following sections and provisions shall apply to the work to be performed under this Agreement and that such provisions shall supersede any conflicting provisions of this Agreement.

#### **9.2 SUB-CONTRACTED SPECIALIZED SERVICES**

The CONSULTANT may sub-contract specialized services required of the PROJECT to competent and experienced sub-consultants approved by the OWNER in writing. As a prime professional, the CONSULTANT shall act as OWNER's representative for contracting, directing, and managing the services of sub-consultants. The OWNER shall have the right to reject any consultant provided that the OWNER raises a timely objection. At the time of the execution of this Agreement, the parties anticipate that the consultants listed in Attachment "7" hereto will be retained by the CONSULTANT to provide services with respect to the PROJECT. Expenses payable to the ENGINEER for administration of subcontracted services are limited to no more than 5% of the cost of the subcontracted services.

#### **9.3 PEER REVIEW**

The OWNER reserves the right to conduct, at the OWNER's expense, peer review of designs and drawings prepared by the CONSULTANT and/or sub-consultant(s) for the PROJECT. The CONSULTANT and sub-consultant(s) agree that knowledge and consent for review of their work

by other engineers of the OWNER's choosing is hereby given in accordance with the ADMINISTRATIVE CODE (RULES AND REGULATIONS) of the Alabama State Board of Licensure for Professional Engineers and Land Surveyors, Chapter 330-X-14-.06(a) (13) effective January 2008 and as may be amended now or in the future pertaining to the Code of Ethics for review of the work of another engineer.

#### **9.4 CLARIFICATION OF WORK**

If reviewing agencies raise questions regarding the work of CONSULTANT, OWNER will participate in such meetings as deemed necessary to explain and clarify this work.

#### **9.5 CANCELLATION OF AGREEMENT**

This Agreement may be canceled by either party in the event of default or violation of any of the provisions of this Agreement by the other party, by written notice delivered to the address of record by registered mail giving ten (10) days advance notice of the intention to cancel. In the event of cancellation of this Agreement, CONSULTANT shall be paid for all work performed to date of cancellation, less any loss, damage, or liability incurred by reason of default of CONSULTANT and all records, data, parameters, design calculations and other information collected or obtained in the performance of this Agreement shall be delivered to OWNER.

#### **9.6 SUCCESSORS AND ASSIGNS**

OWNER AND CONSULTANT each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, with respect of all covenants of this Agreement; except as above, neither OWNER nor CONSULTANT shall assign, sublet or transfer his interest in this Agreement without written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body that may be party hereof, nor shall it be construed as giving any rights or benefits hereunder to anyone other than OWNER and CONSULTANT.

#### **9.7 CHANGES**

**9.7.1** The OWNER may, at any time by written order, make changes within the general scope of the Agreement in the services to be provided. If such changes cause an increase or decrease in CONSULTANT's cost of, or time required for performance of any services, whether or not changed by any order, an equitable adjustment shall be made and the Agreement shall be modified in writing accordingly. Upon notification of change, CONSULTANT must assert any claim of CONSULTANT for adjustment in writing within 30 days from the date of receipt unless OWNER grants a further period of time.

**9.7.2** If findings in any phase of this PROJECT significantly alter the scope of work for subsequent phases, or if regulations are changed resulting in a scope of work change for any phase, engineering fees set forth in Article 7 may be renegotiated by the OWNER and CONSULTANT.

#### **9.8 CONSULTANT'S RECORDS**

Documentation accurately reflecting services performed and the time expended by the CONSULTANT and his personnel and records of reimbursable expenses shall be prepared concurrently with the performance of the services and shall be maintained by the CONSULTANT. The CONSULTANT shall maintain record copies of all written communications, and any memoranda of verbal communications related to the PROJECT. All such records and documentation shall be maintained for a minimum of five (5) years after the PROJECT date of final completion or for any longer period of time as may be required by law or good practice. If the

CONSULTANT receives notification of a dispute or of pending or commencement of litigation during this five-year period, the CONSULTANT shall continue to maintain all PROJECT records until final resolution of the dispute or litigation. The CONSULTANT shall make such records and documentation available to the OWNER upon notice and shall allow the authorized representative(s) of the OWNER to inspect, examine, review and copy the CONSULTANT's records at the OWNER's reasonable expense.

## **9.9 SEAL ON DOCUMENTS**

- 9.9.1** Final plans and drawings shall be marked "ISSUED FOR CONSTRUCTION". When a firm, partnership, or corporation performs the work, each drawing shall be sealed and signed by the licensed engineer or engineers who were in responsible charge of the work.
- 9.9.2** When plans and drawings issued for construction were not performed by a firm, partnership, or corporation, the first sheet or title page shall be sealed, dated, and signed by the engineer who was in responsible charge. Two or more licensed professional engineers may affix their signatures and seals provided it is designated by a note under the seal the specific subject matter for which each is responsible. In addition, each drawing shall be sealed and signed by the licensee or licensees responsible for each sheet.
- 9.9.3** When plans or drawings are a site adaptation of a standard design or plan or make use of a standard drawing of others, the ENGINEER shall take measures to assure that the site adaptation, standard drawing, or plan is appropriate and suitable for the use proposed by the ENGINEER including meeting the specific site conditions, functionality, design criteria, safety considerations, etc. After taking such measures, the ENGINEER shall seal the standard drawing or plan as shown above in sections 9.8.1 and 9.8.2. The ENGINEER shall not utilize standards of others without their written consent where written consent is required or implied.
- 9.9.4** Each sheet of documents, specifications, and reports for engineering practice and of maps, plats, charts, and reports for land surveying practice, shall be signed, sealed, and dated by the licensed engineer or land surveyor who prepared the documents or under whose responsible charge the documents were prepared. Where more than one sheet is bound together in one volume, including but not limited to reports and specifications, the licensee who prepared the volume, or under whose responsible charge the volume was prepared, may sign, seal, and date only the title or index sheet, provided that this sheet clearly identifies all of the other sheets comprising the bound volume, and provided that any of the other sheets which were prepared by, or under the responsible charge of, another licensee, be signed, sealed, and dated by the other licensee.

## **9.10 USE AND OWNERSHIP OF DOCUMENTS**

All rights of ownership, copyrights, construction documents, including all drawings, specifications and other documents, electronic media, computer source code, or things prepared by or on behalf of the CONSULTANT for the PROJECT are hereby transferred to the OWNER and shall be the sole property of the OWNER and are free of any retention rights of the CONSULTANT. The CONSULTANT hereby grants to the OWNER an unconditional right to use or to refer to, for any purpose whatsoever, the construction documents and any other documents or electronic media, computer source code prepared by or on behalf of the CONSULTANT for the PROJECT, free of any copyright claims, trade secrets or other proprietary rights with respect to such documents. The CONSULTANT shall be permitted to retain copies thereof for its records. The



CONSULTANT's documents and other work products are not intended or represented to be suitable for re-use by OWNER or others on extensions of the PROJECT or on any other PROJECT. Any re-use without specific written verification or adaptation by CONSULTANT will be at OWNER's sole risk and without liability or legal exposure to CONSULTANT, and OWNER shall indemnify and hold harmless CONSULTANT from all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from, such reuse by the OWNER; provided however, that this agreement to indemnify and save harmless shall not apply to any reuse of documents retained by, or through, the contractor.

#### **9.11 TERMINATION FOR CAUSE**

This Agreement may be terminated by either party upon seven (7) days written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination.

#### **9.12 TERMINATION BY THE OWNER WITHOUT CAUSE**

The OWNER may terminate this Agreement without cause upon seven (7) days' written notice to the CONSULTANT. In the event of such a termination without cause, the CONSULTANT shall be compensated for all services performed prior to termination, together with Reimbursable Expenses incurred. In such event, the CONSULTANT shall promptly submit to the OWNER its invoice for final payment and reimbursement which invoice shall comply with the provisions of Paragraph 8.1.

### **ARTICLE 10 - INDEMNITY AND INSURANCE**

#### **10.1 INSURANCE**

The ENGINEER shall carry insurance of the following kinds and amounts in addition to any other forms of insurance or bonds required under the terms of the contract specifications. The ENGINEER shall procure and maintain for the duration of the job until final acceptance by the OWNER, or as later indicated, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the ENGINEER, his agents, representatives, employees or subcontractor.

#### **10.2 MINIMUM SCOPE OF INSURANCE:**

##### **A. General Liability:**

Insurance shall be written on an occurrence basis. Claims-made coverage will be accepted only on an exception basis after the OWNER's approval. The same insurance company should write General Liability Coverage and OWNERs ENGINEERs Protective Insurance.

##### **B. Commercial General Liability**

Products and Completed Operations  
Contractual  
Personal Injury  
Explosion, Collapse and Underground  
Broad Form Property Damage

**C. Professional Liability:**

Insurance may be written on a "claims-made" basis, providing coverage for negligent acts, errors or omissions in the performance of professional services. Coverage shall be maintained for a discovery and reporting period of no less than five (5) years after completion of the professional services and Certificates of Insurance shall be submitted to the OWNER on a yearly basis during this time frame. Coverage shall be no less comprehensive than that which is carried by at least 25% of the registered engineers or engineering firms contracting in the State of Alabama. Such coverage shall be carried on a continuous basis including prior acts coverage to cover the subject PROJECT. The professional liability insurance shall contain contractual liability coverage.

**D. Automobile Liability:**

Business Automobile Liability providing coverage for all owned, hired and non-owned autos. Coverage for loading and unloading shall be provided under either automobile liability or general liability policy forms.

**E. Workers' Compensation Insurance:**

Statutory protection against bodily injury, sickness or disease or death sustained by employee in the scope of employment. Protection shall be provided by a commercial insurance company or a recognized self-insurance fund authorized before the State of Alabama Industrial Board of Relations. "Waivers of Subrogation" in favor of the OWNER shall be endorsed to Workers' Compensation Insurance.

**F. Employers Liability Insurance:**

Covering common law claims of injured employees made in lieu of or in addition to a worker's compensation claim.

**10.3 MINIMUM LIMITS OF INSURANCE:**

**A. General Liability:**

Commercial General Liability on an "occurrence form" for bodily injury and property damage:

\$ 2,000,000 General Aggregate Limit  
\$ 2,000,000 Products - Completed Operations Aggregate  
\$ 1,000,000 Personal & Advertising Injury  
\$ 1,000,000 Each Occurrence

**B. Professional Liability:**

Insurance may be made on a "claims-made" basis:

\$ 500,000 Per Claim - Land Surveyors  
\$ 1,000,000 Per Claim - Other Professionals

**C. Automobile Liability:**

\$ 1,000,000 Combined Single Limit per accident for bodily injury and property damage.

**D. Workers' Compensation:**

As required by the State of Alabama Statute

**E. Employers Liability:**

\$ 1,000,000 Bodily Injury by Accident or Disease

\$ 1,000,000 Policy Limit by Disease

**10.4 OTHER INSURANCE PROVISIONS:**

The OWNER is hereby authorized to adjust the requirements set forth in this document in the event it is determined that such adjustment is in the OWNER's best interest. If the insurance requirements are not adjusted by the OWNER prior to the OWNER's release of specifications with regard to the PROJECT in question, then the minimum limits shall apply. The City of Huntsville/OWNER shall be named on the policies of general liability and automobile insurance and on the certificate of insurance as an Additional Insured. Additional Insured status on the Commercial General Liability policy shall be through ISO Additional Endorsement CG 20 10 11 85 or equivalent and coverage shall be afforded on a primary basis.

The policies are to contain, or be endorsed to contain, the following provisions:

**A. All Coverage:**

The ENGINEER is responsible to pay all deductibles. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, non-renewal or materially changed by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the OWNER. Cancellation of coverage for non-payment of premium will require ten (10) days written notice to the OWNER.

**10.5 ACCEPTABILITY OF INSURERS:**

Insurance is to be placed with insurers authorized by the State of Alabama with an A. M. Best rating of A-V or better.

**10.6 VERIFICATION OF COVERAGE:**

The OWNER shall be indicated as a Certificate Holder and the ENGINEER shall furnish the OWNER with Certificates of Insurance reflecting the coverage required by this document. The A. M. Best rating and deductibles, if applicable, shall be indicated on the Certificate of Insurance for each insurance policy. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and must be an original signature. Certificates signed using digital signatures will not be accepted unless accompanied by a written statement from the insurance/surety company indicating that their electronic signature is intended as their signature. All certificates are to be received and approved by the OWNER before work commences. The OWNER reserves the right to require complete, certified copies of all required insurance policies at any time.

**10.7 CONSULTANTS AND/OR SUBCONTRACTORS WORKING FOR THE ENGINEER:**

The ENGINEER shall furnish separate certificates and/or endorsements for each subcontractor and/or consultant showing insurance of the same type or types and to the extent of the coverage set forth in this Article 10.



## **10.8 HOLD HARMLESS AGREEMENT:**

### **A. Other Than Professional Liability Exposures:**

The ENGINEER, to the fullest extent permitted by law, shall indemnify and hold harmless the OWNER, its elected and appointed officials, employees, agents, and representatives against all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to personal injury, including bodily injury sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from, and (2) is caused by any negligent act or omission of the ENGINEER or any of their consultants, or anyone directly or indirectly employed by them or anyone for whose acts they are legally liable. Such obligation should not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person, described in this paragraph.

### **B. Professional Liability:**

The ENGINEER agrees, to the fullest extent permitted by law, to defend, protect, indemnify and hold harmless the OWNER, its elected and appointed officials, officers, directors, employees, agents, and representatives from and against any and all liability, claims, demands, damages, loss, costs, fees, and expenses (including actual fees and expenses of attorneys, expert witnesses, and other consultants) actually or allegedly arising out of, or resulting from, the professional services of the ENGINEER or the ENGINEER's consultants, subcontractors, or suppliers, including, without limitation, any breach of contract or any negligent acts, errors, or omissions in the performance of the professional services provided pursuant to or as a result of this Agreement. Neither, the OWNER nor the ENGINEER shall be obligated to indemnify the other party in any manner whatsoever for the other parties own negligence.

To the fullest extent permitted by law, the ENGINEER shall defend, protect, indemnify, and hold harmless the OWNER, its elected and appointed officials, officers, directors, employees, agents, and representatives from and against any and all liability, claims, demands, damages, loss, costs, fees and expenses (including actual fees and expenses of attorneys, expert witnesses, and other consultants) for infringement of patent rights, copyrights, or other intellectual property rights, except with respect to designs, processes or products of a particular manufacturer expressly required by the OWNER in writing. If the ENGINEER has reason to believe the use of a required design, process or product is an infringement of a patent, the ENGINEER shall be responsible for such loss unless such information is promptly given to the OWNER.

## **ARTICLE 11- MISCELLANEOUS PROVISIONS**

### **11.1 GOVERNING LAW**

This Agreement shall be governed by the law of the State of Alabama.

### **11.2 INTENT AND INTERPRETATION**

- 11.2.1** The intent of this contract is to require complete, correct and timely execution of the work. Any work that may be required, implied or inferred by the contract documents, or any one or more of them, as necessary to produce the intended result shall be provided by the CONSULTANT.

**11.2.2** This contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one contract document shall be considered as required by the contract.

**11.2.3** When a word, term or phrase is used in this contract, it shall be interpreted or construed, first, as defined herein; second, if not defined, according to its generally accepted meaning in the engineering industry; and third, if there is no generally accepted meaning in the engineering industry, according to its common and customary usage.

**11.2.4** The words "include", "includes", or "including", as used in this contract, shall be deemed to be followed by the phrase, "without limitation".

**11.2.5** The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this contract.

**11.2.6** Words or terms used as nouns in this contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.

### **11.3 TIME IS OF THE ESSENCE**

Time limitations contained herein, or provided for hereby, are of the essence of this Agreement. The CONSULTANT understands and acknowledges that time is of the essence in completion of the PROJECT and that the OWNER will incur damages if the PROJECT is not completed on time.

### **11.4 SUCCESSORS AND ASSIGNS**

The CONSULTANT shall not assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the OWNER. Subject to the provisions of the immediately preceding sentence, the OWNER and the CONSULTANT, respectively, bind themselves, their successors, assigns and legal representatives to the other party to this Agreement and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.

### **11.5 NO THIRD-PARTY BENEFICIARIES**

This Agreement shall inure solely to the benefit of the parties hereto and their successors and assigns. Nothing contained herein is intended to or shall create a contractual relationship with, or any rights in favor of, or any cause of action in favor of, any third party, against the OWNER and the CONSULTANT.

### **11.6 INTELLECTUAL PROPERTY/ CONFIDENTIALITY**

All information, documents, and electronic media, computer source code furnished by the OWNER to the CONSULTANT belong to the OWNER, are considered proprietary and confidential, unless otherwise indicated by the OWNER, and are furnished solely for use on the OWNER's PROJECT. Such information, documents, and electronic media, computer source code shall be kept confidential by the CONSULTANT, shall only be released as necessary to meet official regulatory requirements in connection with the PROJECT, and shall not be used by the CONSULTANT on any other PROJECT or in connection with any other person or entity, unless disclosure or use thereof in connection with any matter other than services rendered to the OWNER hereunder is specifically authorized in writing by the OWNER in advance. This Section 11.6 shall survive the expiration of this Agreement.

## **11.7 SUBCONTRACT REQUIREMENTS**

The CONSULTANT shall include the terms and conditions of this Agreement in every subcontract or agreement with a consultant for this PROJECT so that these terms and conditions shall be binding upon each subcontractor or consultant. The subcontractor(s)/consultant(s) will maintain all licenses and certifications to practice its profession or trade by all public entities having jurisdiction over the PROJECT. The subcontractor (s)/consultant(s) further represent to the OWNER that the subcontractor(s)/consultant(s) will maintain all necessary licenses, certifications, permits or other authorizations necessary for the PROJECT until the remaining duties hereunder have been satisfied.

## **11.8 NOTICES**

Unless otherwise provided, all notices shall be in writing and considered duly given if the original is hand delivered; if delivered by facsimile to 256-427-5325, or is sent by U.S. Mail, postage prepaid to City of Huntsville Engineering, P. O. Box 308 (35804), 320 Fountain Circle (35801), Huntsville, AL. All notices shall be given to the addresses set forth above. Notices, hand delivered or delivered by facsimile, shall be deemed given the next business day following the date of delivery. Notices given by U.S. Mail shall be deemed given as of the second business day following the date of posting.

## **11.9 STRICT COMPLIANCE**

No failure of the OWNER to insist upon strict compliance by the CONSULTANT with any provision of this Contract for Professional Services shall operate to release, waive, discharge, modify, change or affect any of the CONSULTANT's obligations.

## **11.10 WAIVER**

No provision of this Agreement may be waived except by written agreement of the parties. A waiver of any provision on one occasion shall not be deemed a waiver of that provision on any subsequent occasion, unless specifically stated in writing. A waiver of any provision shall not affect or alter the remaining provisions of this Agreement.

## **11.11 SEVERABILITY**

If any provision of this Agreement, or the application thereof, is determined to be invalid or unenforceable, the remainder of that provision and all other provisions of this Agreement shall remain valid and enforceable.

## **11.12 ETHICS**

The CONSULTANT shall not offer or accept any bribes or kickbacks from or to any manufacturer, consultant, trade contractor, subcontractor, supplier or any other individual or entity in connection with the PROJECT. The CONSULTANT shall not confer on any governmental, public or quasi-public official having any authority or influence over the PROJECT any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised. The CONSULTANT shall not, without the express written permission of the OWNER, engage or recommend to the OWNER engagement of any consultant, trade contractor, subcontractor, or supplier to provide services on behalf of the CONSULTANT, OWNER or PROJECT in which the CONSULTANT has a direct or indirect proprietary or other pecuniary interest; or call for the use of or by exclusion require or recommend the use of products, materials, equipment, systems, processes or procedures in which the CONSULTANT or in which any consultant, trade contractor, subcontractor, or supplier of the CONSULTANT has a direct or indirect proprietary or other pecuniary interest. Without prior notification and written approval of

the OWNER, the CONSULTANT and the CONSULTANT'S subconsultants shall not offer services to the OWNER'S contractor.

**11.13 E-VERIFY - NOTICE**

The ENGINEER shall enroll, and shall remain enrolled for the duration of this contract, in a designated employment eligibility verification system (E-Verify) in accordance with the City of Huntsville Ordinance 09-735. If the ENGINEER uses subcontractors in connection with the performance of work herein and the value of the subcontract exceeds \$3,000, the subcontractor shall also comply with this ordinance. The ENGINEER shall include specific written notice in all requests for bids or proposals prepared by the ENGINEER that contractors and any subcontractors are required to enroll in the E-verify program as required by the ordinance. Failure to comply with the requirements of the ordinance shall be a material breach of the contract.

As a condition of this agreement, pursuant to 8 U.S.C. §1324a, OMI, Inc., hereby certifies that it has not knowingly employed, recruited, referred for a fee, or contracted with an unauthorized alien, with respect to employment in the United States. Further, OMI, Inc. hereby certifies that it has enrolled in the City of Huntsville designated employment eligibility verification system in accordance with Ordinance 09-735 and will maintain enrollment throughout the term of this contract.

OMI, Inc.  
(Company)

BY:  
(Authorized Representative)

#### 11.14 ENTIRE AGREEMENT

This Agreement represents the entire agreement between the OWNER and the CONSULTANT and supersedes all prior communications, negotiations, representations or agreements, either written or oral. This agreement may be amended only by written instrument signed by both OWNER and CONSULTANT.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

**OWNER:**  
**CITY OF HUNTSVILLE**

**CONSULTANT:**  
**OMI, INC.**

BY: \_\_\_\_\_  
Tommy Battle

BY: \_\_\_\_\_  
John M. Ozier

TITLE: \_\_\_\_\_  
Mayor

TITLE: \_\_\_\_\_  
Senior Engineer

ATTEST: \_\_\_\_\_

ATTEST: \_\_\_\_\_

Given under my hand this \_\_\_\_\_ day

Given under my hand this \_\_\_\_\_ day

Of \_\_\_\_\_, 2013.

Of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

My commission expires \_\_\_\_\_

**ATTACHMENT 1**  
**SCOPE OF SERVICES**

**(Refer to letter dated June 24, 2013, from John Ozier and Christopher Jones to Shane Davis and attachments).**

# OMI, Inc.

January 14, 2013  
Revised June 25, 2013

City of Huntsville  
Engineering Department  
320 Fountain Circle  
Huntsville, AL 35801

ATTN: Mr. Shane Davis

SUBJECT: Proposal for Phase II Environmental Testing  
Wynn Drive Investigation  
Huntsville, AL 35805  
OMI Proposal No. P-4005-A

Gentlemen:

OMI, Inc., is pleased to present this Proposal for Phase II Environmental Testing at the southwestern corner of the former Chrysler-Acustar site in Huntsville, AL. This Proposal documents our understanding of the project and defines the scope of work, completion schedule, fee estimate, and contract general conditions. To authorize OMI to perform this work, please review this document and sign and return the Work Authorization Sheet.

## PROJECT INFORMATION

OMI understands the City of Huntsville is interested in purchasing a portion of the former Chrysler-Acustar plant located at 103 Wynn Drive for proposed Right of Way (ROW) for the potential realignment of Wynn Drive in the future.

## **HISTORY**

The Chrysler-Acustar site has been impacted by a historical release of solvents into the soil and groundwater. Subsurface investigations conducted in the 1990's identified Trichloroethene, 1,2-Dichloroethane, 1,1,1-Trichloroethane, and other breakdown constituents in the soil and groundwater at the site. OMI understands Corrective Action including pump and treat systems and multi phase extraction systems were utilized at the site until the mid 2000's when these operations ceased due to bankruptcy.

Based on the history of the site, OMI recommends the soil and groundwater beneath portions of the Chrysler-Acustar tract proposed for potential acquisition be studied to determine if the known contamination has impacted the portion of the site proposed for ROW.

## **SCOPE OF SERVICES**

### **Phase II Testing**

#### **Soil Boring/Monitor Well Program**

The purpose of the Phase II Investigation will be to look for Volatile Organic Compounds (VOC's) contamination resulting from the historical release of solvents at the Chrysler-Acustar site. OMI proposes to drill five environmental soil test borings across portions of the site proposed for right of way along for the relocation of Wynn Drive. An Engineer will be present during site activities to log the soil test borings and collect soil samples. A hollow-stem auger rig will be employed to advance the borings.

The borings will consist of two shallow borings advanced to 35-ft Below the Ground Surface (bgs) and three deep borings advanced to auger refusal, estimated to be approximately 60-ft, then about 20-ft into the rock. Soil samples for laboratory analysis will be collected using a split



spoon sampler. Split spoon samples will generally be collected in 1.5-ft intervals for the first 10 feet, and at 5-ft intervals thereafter.

Downhole drilling equipment will be steam cleaned before use and between borings at the site. Over the hole drilling equipment will be steam cleaned prior to commencement of site activities. Soil cuttings will be stored onsite and protected from the environment using plastic until laboratory results have been received. Disposal of soil cuttings should laboratory analysis identify contamination is outside the scope of the proposed work.

Temporary and bedrock wells, 2-in in diameter, will be installed and constructed in general accordance with accepted engineering practices. Approximately 1 to 2-ft of well casing will extend from the ground surface in the shallow wells. Bedrock wells will be double cased and grouted in order to create a seal at the bedrock interface. Once the outer casing has been installed and sealed, OMI will core into the bedrock 20-ft or until groundwater is encountered, whichever occurs first. Bedrock wells will be finished with an 8-in, bolt down manhole type cover.

#### **Soil Sampling and Analyses**

Soil samples will be split with half of the sample placed in a proper container and stored on ice. The other half of the sample will be placed in a separate container and allowed to volatilize for field screening purposes. Headspace screening using a flame-ionization detector (FID) will be employed in selecting samples to be analyzed in the laboratory for VOC constituents. The soil samples with the three highest FID readings from each boring will be submitted for analyses.

The soil samples to be submitted to the laboratory will be containerized on-site in laboratory-prepared bottles, properly labeled, and sealed with Teflon lined lids. The samples will then be stored in a cooler with cooling agent for transport to the analytical laboratory. The samples will be delivered along with a properly completed Chain of Custody form. The Chain of Custody will identify the contents of each sample container and analyses to be performed.

**OMI, Inc.**

City of Huntsville  
OMI Proposal Number: P-4005-A  
January 14, 2013  
Revised June 25, 2013  
Page 4

The soil samples will be analyzed according to Environmental Protection Agency (EPA) Method 8260 for VOC analysis.

#### **Groundwater Sampling and Analyses**

The monitoring wells will be developed and purged to remove stagnant water in general accordance with accepted practices. Purge water will be stored in onsite containers until laboratory analysis has been completed. Disposal of contaminated purge water is outside the scope of this work. Dedicated, disposable bailers and cotton twine will be used to obtain samples from the wells. The groundwater samples to be submitted to the laboratory will be containerized on site in laboratory prepared bottles that are properly labeled and sealed. The samples will then be stored in a cooler with cooling agent for transport to the analytical laboratory. The samples will be delivered along with a properly completed Chain of Custody form. The Chain of Custody will identify the contents of each sample container and analyses to be performed.

The groundwater samples will be analyzed according to EPA Method 8260 for VOC analysis.

#### **REPORTING**

OMI will provide three copies of the final report detailing the findings of the study.

#### **COST ESTIMATE**

OMI, Inc., recommends the following fee based on the outlined scope of work.

**OMI, Inc.**

City of Huntsville  
 OMI Proposal Number: P-4005-A  
 January 14, 2013  
 Revised June 25, 2013  
 Page 5

<b><u>PHASE II ENVIRONMENTAL TESTING</u></b>	
Mobilization of track-mounted drill rig (2 Trips at \$400.00 Each)	\$800.00
Environmental Soil test borings and Temporary Monitoring Well Installation – 2 to 35-ft @ \$28.00/ft	\$1,960.00
Environmental Soil Test borings, Rock Core Borings, and Bedrock Double Cased Monitoring Well Installation – 2 to 80-ft and 1 to 85-ft @ \$57.00/ft	\$13,965.00
Project Engineer for drill administration, logging and soil and groundwater sample collection 44 Hours @ \$85.00 per hour	\$3,740.00
Sampling Equipment and Shipping	\$330.00
Soil and Purge Water Disposal	\$600.00
Laboratory Analysis Soil and Groundwater (VOC's Method 8260) – 24 samples @ \$110.00 each	\$2,640.00
Project Engineer for project scope, analysis, data evaluation, client consultation, meeting with ADEM, and reporting 32 hours @ \$85.00 per hour	\$2,720.00
Principal Engineer for analysis data evaluation, reporting, Meeting with ADEM, and client consultation – 20 Hours @ \$125.00 per hour	\$2,500.00
Clerical – 4 Hours @ \$42.00 per hour	\$168.00
CAD Operator – 8 Hours @ \$45.00 per hour	\$360.00
<b>Total</b>	<b>\$29,783.00</b>

These rates are specific to proposed project and are to remain in effect through the duration of the contract. OMI will contact the client prior to performing any additional testing, should it be recommended or required.

**OMI, Inc.**

City of Huntsville  
OMI Proposal Number: P-4005-A  
January 14, 2013  
Revised June 25, 2013  
Page 6

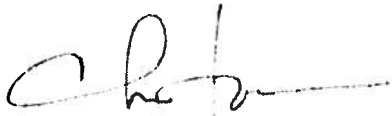
### SCHEDULE

Based on our present schedule, OMI can begin the drilling program for the Phase II Testing immediately after receiving the signed work authorization and site access forms. The drilling, well installation, and sampling is expected to take four to five weeks. Verbal results can be provided about 5 days after sampling has been completed and a written report submitted within an additional five to seven days.

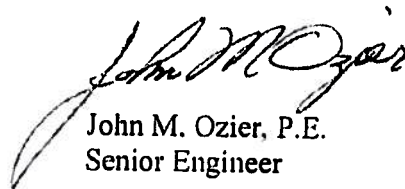
\* \* \* \* \*

OMI sincerely appreciates the opportunity to provide this scope of work to the City of Huntsville. If there are questions, please do not hesitate to contact the undersigned.

Sincerely,  
OMI, Inc.



Christopher S. Jones  
Environmental Scientist



John M. Ozier, P.E.  
Senior Engineer

Distribution: 2 Copies to Addressee

Attachments: General Conditions  
Work Authorization Sheet  
Site Access Authorization  
Fee Schedule

OMI, Inc.

## PROPERTY ACCESS AUTHORIZATION

### SITE ACCESS

Date: \_\_\_\_\_

### FACILITY OWNER

Facility Name: \_\_\_\_\_  
\_\_\_\_\_

Facility Location: \_\_\_\_\_  
\_\_\_\_\_

Authorized Representative: \_\_\_\_\_

I, \_\_\_\_\_, authorize OMI, Inc., and its personnel access to the above referenced property for the purpose of conducting Phase II Environmental Testing. Furthermore, I hereby waive any claim against and hold harmless OMI, Inc., and its employees from any liability or loss which may result from the discovery and report of any adverse environmental conditions identified at the above referenced site.

\_\_\_\_\_  
Signature of authorized representative

\_\_\_\_\_  
Title

**OMI, Inc.**

**ATTACHMENT 2 - ALABAMA IMMIGRATION ACT - REPORT OF OWNERSHIP FORM**

**CITY OF HUNTSVILLE, ALABAMA REPORT OF OWNERSHIP FORM**

**A. General Information. Please provide the following information:**

- Legal name(s) (include "doing business as", if applicable): OMI, Inc.
- City of Huntsville current taxpayer identification number (if available): 159770  
(Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

**B. Type of Ownership. Please complete the un-shaded portions of the following chart by checking the appropriate box below and entering the appropriate Entity I.D. Number, if applicable (for an explanation of what an entity number is, please see paragraph C below):**

Type of Ownership (check appropriate box)	Entity I.D. Number (if applicable)
<input type="checkbox"/> Individual or Sole Proprietorship	
<input type="checkbox"/> General Partnership	
<input type="checkbox"/> Limited Partnership (LP)	Number & State:
<input type="checkbox"/> Limited Liability Partnership (LLP)	Number & State:
<input type="checkbox"/> Limited Liability Company (LLC) (Single Member)	Number & State:
<input type="checkbox"/> LLC (Multi-Member)	Number & State:
<input checked="" type="checkbox"/> Corporation	Number & State: <u>63-1138946</u> <u>AL</u>
<input type="checkbox"/> Other, please explain:	Number & State (if a filing entity under state law):

- C. Entity I.D. Numbers. If an Entity I.D. Number is required and if the business entity is registered in this state, the number is available through the website of Alabama's Secretary of State at [www.sos.state.al.us/](http://www.sos.state.al.us/), under "Government Records". If a foreign entity is not registered in this state please provide the Entity I.D. number (or other similar number by whatever named called) assigned by the state of formation along with the name of the state.**
- D. Formation Documents. Please note that, with regard to entities, the entity's formation documents, including articles or certificates of incorporation, organization, or other applicable formation documents, as recorded in the probate records of the applicable county and state of formation, are not required unless: (1) specifically requested by the City, or (2) an Entity I.D. Number is required and one has not been assigned or provided.**

*Please date and sign this form in the space provided below and either write legibly or type your name under your signature. If you are signing on behalf of an entity please insert your title as well.*

Signature: [Signature] Title (if applicable): \_\_\_\_\_

Type or legibly write name: \_\_\_\_\_ Date: \_\_\_\_\_

### **ATTACHMENT 3 - CITY OF HUNTSVILLE STANDARDS AND DESIGN GUIDES**

1. City of Huntsville Standard Specifications for Construction of Public Improvements, Contract Projects, 1991.
2. City of Huntsville Engineering Standards, 1991.
3. City of Huntsville Design and Acceptance Manual for Force Mains and Pump Stations, 2011.
4. City of Huntsville Design and Acceptance Manual for Sanitary Sewers, 2011.
5. Alabama Department of Transportation Standard Specifications for Highway Construction, Current Edition.
6. Alabama Department of Transportation Construction Manual, Current Edition.
7. Alabama Department of Transportation Testing Manual, Current Edition.
8. City of Huntsville Subdivision Regulations, 1991.

**ATTACHMENT 4**  
**DESIGN REVIEWS**

**OMITTED (Not Applicable)**



## GEOTECHNICAL & ENVIRONMENTAL STANDARD FEE SCHEDULE

PAGE 1 of 2

### Drilling

D-1	Mobilization of truck mounted drill rig to Huntsville area	\$300.00
D-1A	Mobilization of ATV mounted drill rig to Huntsville area	\$400.00
D-2	Soil test borings, 0 to 25 ft., per ft.	\$9.50
D-3	Soil test borings, 25 to 50 ft., per ft.	\$10.50
D-4	Soil test borings, 50 to 75 ft. per ft.	\$10.50
D-5	Additional split spoon samples, per sample	\$17.00
D-6	Auger or wash boring without sampling, per ft.	\$7.50
D-7	Undisturbed sampling, per attempt	\$70.00
D-8	Set up for rock coring, per boring	\$125.00
D-9	Rock coring, NX or NQ, per ft.	\$35.00
D-10	Difficult moving, delay at client's request or water hauling, per hour	\$120.00
D-11	Setting casing in pre-drilled hole, per ft.	\$5.00
D-12	Reaming casing or advancing boring by reaming casing, per hr.	\$150.00
D-13	Hourly rate drilling, for special conditions, per hr.	\$150.00
D-14	Installation of 2-in. PVC pipe for Piezometers, per linear ft.	\$7.00
D-15	Environmental drilling, quoted on a job specific basis, per job	
D-16	Rental of special equipment for clearing or site access: Cost + 5%	
D-17	Grouting borings, per foot	\$7.00

### Environmental Services

E-1	NPDES Permit Application, per site, each	\$750.00
E-2	NPDES standard monitoring service: \$150.00 minimum per inspection	
E-3	NPDES monitoring service with turbidity testing: \$200.00 minimum per inspection	
E-4	NPDES Permit Final Report and Close-out	\$300.00

### Hourly Rate Schedule (standard laboratory rates apply unless otherwise noted)

P-1	Field Technician, per hour	\$42.00
P-2	Senior Engineering Technician, per hour	\$49.00
P-3	ACI Level I Technician, per hour	\$43.00
P-4	Senior Engineering Technician, Steel Observations, per hour	\$53.00
P-5	Laboratory Technician, per hour	\$42.00
P-6	Project Manager, per hour	\$60.00
P-7	Staff Environmental Scientist, per hour	\$65.00
P-8	Senior Environmental Scientist, per hour (Chris Jones)	\$85.00
P-9	Graduate Engineer, EIT, per hour	\$75.00
P-10	Professional Engineer, per hour	\$90.00
P-11	Senior Engineer, Registered, per hour	\$105.00
P-12	Principal Engineer, Registered, per hour (John Ozier)	\$125.00
P-13	Secretary, per hour	\$42.00
P-14	CADD Operator, per hour	\$45.00
P-21	Reimbursable expenses (equipment rental), cost plus 5 percent	

**Standard Fee Schedule**

PAGE 2 of 2

**Soil Lab Tests**

L-1	Moisture Content, each	
L-2	Atterberg Limits, ASTM D423 and D424, each	\$6.00
L-3	Sieve analysis, ASTM D422 and C136 each	\$60.00
L-4	Wash 200 sieve, ASTM D422, each	\$60.00
L-5	Sieve and hydrometer analysis, ASTM D422, each	\$40.00
L-6	Specific gravity, ASTM D854, each	\$125.00
L-7	Unit weight, dry, undisturbed sample, each	\$60.00
L-8	Unit weight, dry, split spoon sample, each	\$60.00
L-9	Standard or Modified Proctor One-Point Test, each	\$35.00
L-10	Standard Proctor compaction test, ASTM D698, each	\$35.00
L-11	Modified Proctor compaction test, ASTM D1557, each	\$100.00
L-12	Organic Burnoff	\$110.00
L-13	PH Testing, ASTM D4972, per sample	\$35.00
L-20	Consolidation test, up to 10 loads, ASTM D2435, each	\$60.00
L-21	Consolidation test w/back pressure saturation up to 10 loads, each	\$450.00
L-22	Rebound cycle, each	\$600.00
L-23	Unconfined compression test, split spoon sample, ASTM D2166, ea.	\$90.00
L-24	Unconfined compression test, undisturbed sample, each	\$45.00
L-25	Unconfined compression test, remolded, ASTM D2166, each	\$75.00
L-26	Triaxial shear test 3 points, unconsolidated undrained, each	\$90.00
L-27	Triaxial shear test 3 points, consolidated, undrained, each	\$450.00
L-28	Triaxial shear test 3 points, consolidated, undrained, w/pore pressure, each	\$580.00
L-29	California bearing ratio (CBR) per moisture content ASTM D1883, each	\$800.00
L-30	Direct shear, 3 points ASTM D3080, each	\$400.00
L-40	Permeability test ASTM D5084, undisturbed sample, each	\$350.00
L-41	Remolding samples to specified conditions, each sample	\$400.00
L-42	Permeability test ASTM D2434, granular soils, each	\$50.00
		\$300.00

Rates are portal to portal. Overtime at 1.5 times rate is time before 7:00 a.m. and/or after 5:00 p.m. weekdays, any work on Saturdays, Sundays, or Holidays, or over 8 hours per day. Minimum 2 hour charge for site visits.

**ATTACHMENT 6 - PROGRESS REPORT**  
**(Article 8)**

**OMITTED (Not Applicable)**

**ATTACHMENT 7 - SUB CONSULTANTS ENGAGED BY THE CONSULTANT**  
**(Article 9.2)**

<b>CONSULTANT NAME AND ADDRESS</b>	<b>DESCRIPTION OF SERVICES</b>	<b>FEE</b>
	N/A	

**ATTACHMENT 8 - CONTRACT DOCUMENT REQUIREMENTS LIST**

<b>REQUIREMENT</b>	<b>SUBMIT TO</b>	<b>SUBMITTAL REQUIREMENT DATE</b>	<b>NUMBER OF COPIES</b>	<b>REFERENCE SECTION OF CONTRACT AND COMMENTS</b>
Deviations from OWNER's standards.	OWNER	Prior to incorporating deviations.	2	Article 2.5
Products or materials specified by the CONSULTANT that are available from only one source.	OWNER	Prior to 100% submittal.	2	Article 2.2
Information pertinent to the PROJECT, all criteria and full information as to OWNER's requirements, copies of all design and construction standards.	CONSULTANT	So as to not delay the services of the CONSULTANT.	2	Article 5.1, 5.2
Notification of delays.	CONSULTANT; OWNER	Promptly	4	Article 6.1
CONSULTANT's monthly invoices.	OWNER	Monthly	4	Article 8.1.1
Documentation, records of reimbursable expenses, record copies of all written communications, and any memoranda of verbal communications related to the PROJECT.	OWNER	Upon notice from the OWNER.	2	Article 9.4
Termination notification.	OWNER or CONSULTANT	7 days prior to termination.	2	Article 9.10 & 9.11
Certificate of Insurance for CONSULTANT.	OWNER	Contract Signatures	1	Article 10.2(B), 10.6, and attachment 4.
Insurance cancellation, suspension, or reduction in coverage or limits.	OWNER	30 days prior to effective date except for cancellation which is 10 days notification.	1	Article 10.4(A)

## **ATTACHMENT 9**

### **ENGINEERING DEPARTMENT - REAL ESTATE DIVISION PLAN REQUIREMENTS**

Document preparation shall be in accordance with ALDOT "ROW Plans Manual." Items not addressed by ALDOT's procedure shall be in accordance with the following requirements:

#### **DRAWINGS:**

##### **Individual Parcels**

- Each individual parcel 8 ½" x 14" (dgn or dxf format)
- Show Calculations
  - Before
  - After
  - Taking
- *All Parcels shall be closed shapes (polygons).*
- Show Existing and Proposed Right-of-Way on each individual parcel map.
- Property Ownership

##### **Overall Project Land Acquisition Maps**

- Total project drawing in dgn or dxf format
- Indicate the following:
  - Stationing on Centerline
  - Existing Right-of-Way
  - Proposed Right-of-Way
  - Existing Easements
  - Proposed Easements
  - Existing Pavement
  - Proposed Pavement/Sidewalks/Structures
  - Existing Structures
  - Property Ownership

##### **Color Standards**

*(SAMPLE)*

<u>Description</u>	<u>Color</u>	<u>Line Style</u>	<u>Type</u>
Existing ROW	Red	Medium Dashed	
Proposed ROW	Red	Solid	Closed Polygon
Existing Easements	Orange	Medium Dashed	
Proposed Easements	Orange	Solid	Closed Polygon
TCE	Pink	Solid	Closed Polygon

#### **DESCRIPTIONS:**

- Microsoft Word on 3.5" Diskette or CD
- Each Description shall be complete and independent (separate file).
- Hard Copies signed and stamped by PLS.

#### **GENERAL:**

- P.K. Nails or other permanent stationing markings shall be required.
- Re-staking of right-of-way or easements may be required (see Article 4).
- All survey plats to be on Alabama State Plane Datum. Strip Maps shall indicate at least 2 monuments in place with Alabama State Plane Coordinate values shown on each.
- Parcel plats and legal descriptions shall indicate the Alabama State Plane Coordinate NAD83 Alabama East Zone Value of the point of beginning.

**ATTACHMENT 10 - GIS BASE MAP**

DESIGN LEVEL	CONTENTS	LINE CODE	COLOR	WEIGHT	TEXT SIZE	FONT	CELL NAME
1	State Plane Coordinate Grid	0	0	0	20	0	
2	Benchmarks	0	0	0			
3	Private Street Text	0	105	0	20	0	
3	Street Text	0	3	0	20 (or 18)	0	
4	Street R/W	7	0	0			
5	Street Centerline	7	0	0			
6	Street Pavement	0	3	0			
6	Proposed Street Pavement	3	16	0			
6	Private Streets	0	105	0			
6	Proposed Private Road	3	105	0			
7	Parking Lots	1	3	1			
7	Private Lots used as Roads	1	105	1			
8	Secondary Roads--Private	2	105	0			
8	Secondary Roads	2	3	0			
8	Trails	3	3	0			
9	Secondary Roads/Trails Text	0	3	0	20	0	
10	Sidewalks	5	3	0			
11	Bridges/Culverts/Paved Ditches	0	0	0			
12	Hydrology - Major	6	1	0			
12	Hydrology - Minor, Ditches	7	1	0			
13	Hydrology - Text	0	1	0	25	23	
14	Tailings & Quarries, Athletic Fields/Text, misc. areas	0	1	0			
15	Greenways	3	48	0			
16	Speed Tables	0	3	0			TCALM
17	Railroad Tracks (Patterned)	0	2	0			RR
18	Railroad Text	0	2	0	25	0	
19	Railroad R/W	2	2	0			
20	Utility Poles (Cell)	0	5	0			P POLE
21	Utility Easements	3	5	0			
22	Utility Text	0	5	1			
23	Geographic Names	0	3	1			
24	Building Structures	0	0	0			
24	Pools and Text	0	1	0	10	1	
24	Future Site of Structures	2	0	0			STRUCT
24	Existing Structures (exact location and shape unknown)	2	0	0			STRCEX
25	Property Lines/ refuge bdy.	6	6	1	30	1	
26	Cadastral Polygons	6	6	0			
27	Ownership Text	0	6	1			
28	Cemeteries/Text	4	6	0	10	1	
29	Lot Numbers				25	0	
30	Block Numbers				30	0	
31	Addition Names	0	0	0	35	0	
32	Open						
33	Lot Ticks						
34	Lot Lines/Property Lines	6	6	0			
35	Trees/Hedge Rows	0	6	0	AS=1		TREES
36	GPS Monuments	0	5	0	18	23	CONTRL
37	2' Topo Contour						
38	5' Topo Contour	0	7	0			

39	25' Major Topo Contour	0	7	0			
40	X Spot Elevation	0	7	0			
41	FEMA Monuments/Labels	0	3/0	0	18	1	FEMA
42	Quarter Sections						
43	Section Lines	0	5	0			
44	Features	0	2	0			
44	Cell Towers	0	12	0	AS=1		CELTWR
45	Fences (Pattern)	0	8	0	AS=1		FENCE
46	Format/Legend	0	0	0			Limleg Madleg
47	Mass Points	0	7	2			
48	Break Lines	0	7	2			
49	Open						
50	Billboards	0	37	1			BBOARD
51	Sanitary Sewer	0		3			
52	Sanitary Sewer Text						
53	Storm Water Features	0		3			
54	Storm Water Text						
55	Open						
56	Property Address	0	1	0			
57	Text Tag for Buildings	0	1	0	10-20	1	
58	One Way Arrows	1	3	1			
59	Open						
60	Open						
61	Open						
62	Monuments for Setup (point cell)						
63	Open						